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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code Firm-Fixed-Price | | Page 1 Of 5 | |
| 2. Amendment/Modification No. 0002 | | 3. Effective Date 2007APR06 | | 4. Requisition/Purchase Req No. SEE SCHEDULE | | 5. Project No. (If applicable) | |
| 6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-F CHRISTINE G COLE (309)782-1112 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: CHRISTINE.GERLINGCOLE@US.ARMY.MIL WEAPON SYSTEM: CTG 20MM/30MM AL | | Code W52P1J | | 7. Administered By (If other than Item 6) Code | | | |
| | | | | SCD | | PAS | |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) | | | | <input checked="" type="checkbox"/> 9A. Amendment Of Solicitation No. W52P1J-07-R-0056 | | | |
| | | | | <input type="checkbox"/> 9B. Dated (See Item 11) 2007MAR07 | | | |
| | | | | <input type="checkbox"/> 10A. Modification Of Contract/Order No. | | | |
| | | | | <input type="checkbox"/> 10B. Dated (See Item 13) | | | |
| Code | | Facility Code | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. Accounting And Appropriation Data (If required) | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS | | | | | | | |
| It Modifies The Contract/Order No. As Described In Item 14. | | | | | | | |
| <input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A. | | | | | | | |
| <input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | | | |
| <input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: | | | | | | | |
| <input type="checkbox"/> D. Other (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office. | | | | | | | |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | |
| SEE SECOND PAGE FOR DESCRIPTION | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. Name And Title Of Signer (Type or print) | | | | 16A. Name And Title Of Contracting Officer (Type or print) | | | |
| 15B. Contractor/Offeror | | 15C. Date Signed | | 16B. United States Of America | | 16C. Date Signed | |
| (Signature of person authorized to sign) | | | | By _____ /SIGNED/ | | (Signature of Contracting Officer) | |
| NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE | | | | 30-105-02 | | STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | |

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
The purpose of this amendment is to:

1. Incorporate a waiver for Nitrocellulose to H-3, Clause 52.225-4503 Restriction of Critical Items and Components. This waiver is applicable to only the base quantities in Section B of the solicitation. Any future waivers will only be considered during the notice of intent to exercise an option period. Offerors are afforded the opportunity to provide option prices including both NTIB NC and non-NTIB NC.
2. Section L Proposal Information, paragraph 3, Volume 2, Price Required Submittals, the following note is added:
- Offerors shall provide option prices as set forth in Section I and Attachment 14 (30MM PGU-15A/B Option Prices) to meet the NTIB NC restriction for each option period. An offeror may also submit option prices as set forth in Section I and Attachment 14 (30MM PGU-15A/B Option Prices) exclusive of the NTIB NC requirement for each option period. Offerors shall clearly label each submitted worksheet to indicate inclusion or exclusion of the NTIB NC requirement.
3. M-3, Clause 52.215-4586 Section M, Evaluation Factors For Award, paragraph C.5.d, the following is added:
- For purposes of evaluation, the Government will use proposed option prices exclusive of NTIB NC, if offered.
4. I-92, Clause 52.217-6 Evaluated Option For Increased Quantity, paragraph d. The following is hereby incorporated as paragraph 4.
- If option prices are provided for both NTIB NC and non-NTIB NC, the Government may exercise an option at the applicable unit price dependent on the NTIB NC restriction in place at that time.

*** END OF NARRATIVE A 0003 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--|------------------------|--|-------------|
| H-1 CHANGED LOCAL | 52.225-4503 | RESTRICTION OF CRITICAL ITEMS AND COMPONENTS | FEB/1993 |
| (a) The items and components listed in paragraphs (b) and (c) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base. | | | |
| (b) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use. | | | |
| 30MM PGU-15A/B | | | |
| (c) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada. | | | |
| Nitrocellulose - THIS REQUIREMENT IS HEREBY WAIVED FOR THE BASE PERIOD ONLY. THIS REQUIREMENT IS APPLICABLE TO THE FOUR OPTION PERIODS. Propellant | | | |
| In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada. | | | |
| (d) The failure of the Contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract. | | | |
| (e) The Contractor will insert the substance of this clause, including this paragraph (e), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials. | | | |
| (End of clause) | | | |
| (HS6306) | | | |

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|---|--------------|-------------|
| I-1 CHANGED 52.217-6 | EVALUATED OPTION FOR INCREASED QUANTITY | | MAR/1989 |
| (a) This solicitation includes evaluated options for the four years subsequent to award. See Section M for Evaluation of Option Price. | | | |
| (b) Option Quantities: | | | |
| 1. The Government reserves the right to increase the quantity of 30MM PGU-15A/B Cartridges in this solicitation by a quantity of up to and including but not exceeding 21,339,880 cartridges, considering awards to both contractors, as evaluated options at the price(s) quoted in the <u>30MM PGU-15A/B OPTION PRICES</u> (Attachment 14). | | | |
| 2. If total options awarded in any given option period are less than a total of 5,334,970 cartridges, considering awards to both contractors, the remaining cartridges may be awarded in the next option period at the new option period price. | | | |
| 3. After option award, if additional requirements are received within 60 days, the option will be awarded at the price range that includes both the previously awarded option plus the new requirement. The previously awarded option value will be adjusted accordingly, in the event the additional option quantity changes the price range. | | | |
| (c) Option Pricing: | | | |
| 1. Offered Unit Prices for the Option Quantities will be submitted on the worksheet included as Attachment 14. | | | |
| 2. Failure to provide firm fixed prices for all ranges is unacceptable and will render the offeror ineligible for award. | | | |
| 3. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. | | | |
| 4. The offeror must propose a First Article Cost for each option period. | | | |
| 5. Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity. | | | |
| 6. Proposed option prices may be adjusted in accordance with Section I clause, 52.216-4568, Economic Price Adjustment - Steel (Actual Cost) (Nov 2005). | | | |
| (d) Exercise of Options: | | | |
| 1. The Contracting Officer may exercise the evaluated option at any time, by giving written notice to the Contractor 60 days prior to exercising each option, within each option validity period. Validity periods are defined to be as follows: | | | |
| Option Period One - 15 months from the date of award | | | |
| Option Period Two - 27 months from the date of award | | | |
| Option Period Three - 39 months from the date of award | | | |
| Option Period Four - 51 months from the date of award | | | |
| 2. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions, and may exercise any portions of any options at the time of award. | | | |
| 3. The Government reserves the right to award any option in any manner determined to be in the best interest of the Government at the time of exercising an option. To assist the Government in making the determination, contractors will be required to complete the <u>Quarterly Performance Assessment</u> worksheet (Attachment 15), each quarter for evaluation by the Government. The Assessment collects information from the contractor on their performance in the areas of timeliness of deliveries, deviations, and special items including developing a new source for a single point failure (SPF) item, developing a new source for a major component, exceeding a critical performance requirement on lot acceptance testing or implementing a cost savings initiative. | | | |

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(i) The assessment will be due to the Contracting Officer within 30 days from the end of each quarter. Quarters will be a three month period with the first quarter beginning on the date of contract award and ending on the last day of the third month following the date of contract award.

(ii) The Government will verify the information submitted by the contractor and complete an evaluation of the contractors performance based on the information. Prior to option award, the Government will assess performance for each contractor from the four previous rating periods, or from available data if less than four rating periods are available. The Government will assign each contractor a number of points which may be used to determine the percentage of option quantity.

4. If option prices are provided for both NTIB NC and non-NTIB NC, the Government may exercise an option at the applicable unit price dependent on the NTIB NC restriction in place at that time.

(e) Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery called for under the contract, unless the parties agree otherwise.

(End of clause)

(IF6080)